

1 **ARTICLE 40**

2 **DUES DEDUCTION/STATUS REPORT**

3
4 **40.1 Union Dues**

5 When an employee provides written authorization to the Employer, the Union has
6 the right to have deducted from the employee's salary an amount equal to the fees
7 or dues required to be a member of the Union. The Employer will provide
8 payments for all said deductions to the Union at the Union's official headquarters
9 each pay period.
10

11 **40.2 Notification to Employees**

12 The Employer will inform new, transferred, promoted, or demoted employees
13 prior to appointment into positions included in the bargaining unit(s) of the
14 Union's exclusive recognition and the union security provision. The Employer
15 will furnish the employees appointed into bargaining unit positions with a dues
16 authorization form.
17

18 **40.3 Union Security**

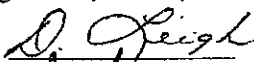
19 All employees covered by this Agreement will, as a condition of employment,
20 either become members of the Union and pay membership dues or, as non-
21 members, pay a fee as described in A, B, and C below, no later than the 30th day
22 following the effective date of this Agreement or the beginning of their
23 employment. If an employee fails to meet the conditions outlined below, the
24 Union will notify the Employer and inform the employee that his or her
25 employment may be terminated.
26

27 A. Employees who choose not to become union members must pay to the
28 Union, no later than the 30th day following the beginning of employment,

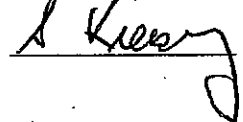
Tentative Agreement, June 26, 2006

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Employer



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1 an agency shop fee equal to the amount required to be a member in good
2 standing of the Union.

3
4 B. An employee who does not join the Union based on bona fide religious
5 tenets, or teachings of a church or religious body of which he or she is a
6 member, will make payments to the Union that are equal to its
7 membership dues, less monthly union insurance premiums, if any. These
8 payments will be used for purposes within the program of the Union that
9 are in harmony with the employee's conscience. Such employees will not
10 be members of the Union, but are entitled to all of the representational
11 rights of union members.

12
13 C. The Union will establish a procedure that any employee who makes a
14 request may pay a representation fee equal to a pro rata share of collective
15 bargaining expenses rather than the full membership fee.

16
17 D. If an employee fails to meet the agency shop provisions outlined above,
18 the Union will notify the Employer and inform the employee that his or
19 her employment may be terminated.

20
21 40.4 The Employer agrees to deduct the membership dues, agency shop fee, non-
22 association fee, or representation fee from the salary of employees who request
23 such deduction in writing. Such requests will be made on a Union payroll
24 deduction authorization card.

25
26 **40.5 Dues Cancellation**

27 An employee may cancel his or her payroll deduction of dues by written notice to
28 the Employer and the Union. The cancellation will become effective on the
29 second payroll after receipt of the notice. However, the cancellation may cause
30 the employee to be terminated, subject to Section 40.3, above.

Tentative Agreement, June 26, 2006

2

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D. Leigh

Union

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2 **40.6 Voluntary Deduction**

3 A. The Employer agrees to deduct from the wages of any employee who is a
4 member of the Union a PEOPLE deduction as provided for in a written
5 authorization. Such authorization must be executed by the employee and
6 may be revoked by the employee at any time by giving written notice to
7 both the Employer and the Union. The Employer agrees to remit any
8 deductions made pursuant to this provision to the Union together with a
9 report showing:

- 10
11 1. Employee name
12 2. Personnel number
13 3. Amount deducted.
14

15 B. The parties agree this section satisfies the Employer's obligations and
16 provides for the deduction authorized under Section 1 (6) of RCW
17 41.04.230.
18

19 **40.7 Status Reports**

20 A. Each month, the Employer will provide the Union with a report in an
21 electronic format of the following data, if maintained by the Employer, for
22 employees in the bargaining unit:
23

- 24 1. Personnel number
25 2. Employee name
26 3. Mailing address
27 4. Personnel area and personnel area title
28 5. Organization unit number and organization unit abbreviation and
29 organization unit title
30 6. Organization code and work county

Tentative Agreement, June 26, 2006

3

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- 1 7. Work phone number
- 2 8. Employee group
- 3 9. Job Class code and job class title
- 4 10. Appointment date
- 5 11. Personnel sub-area and personnel sub-area title
- 6 12. Position number
- 7 13. Pay scale group
- 8 14. Pay scale level
- 9 15. Work county title
- 10 16. Employment percent
- 11 17. Seniority date
- 12 18. Separation date
- 13 19. Special pay code
- 14 20. Total gross salary
- 15 21. Deduction wage type
- 16 22. Deduction amount

17

- 18 B. Each month, the Employer will provide the Union with a report in an
19 electronic format of the following data, if maintained by the Employer, for
20 employees who enter or leave the bargaining unit or who stop or start
21 deductions:

22

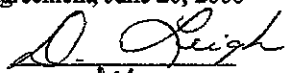

- 23 1. Personnel number
- 24 2. Employee name
- 25 3. Mailing address
- 26 4. Personnel area and personnel area title
- 27 5. Organization unit number, organization unit abbreviation and
28 organization unit title
- 29 6. Organization code and work county
- 30 7. Work phone number

Tentative Agreement, June 26, 2006

4

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- 1 8. Employee group
2 9. Job class number and job class title
3 10. Appointment date
4 11. Personnel sub-area and personnel sub-area title
5 12. Position number
6 13. Pay scale group
7 14. Pay scale level
8 15. Work county title
9 16. Employment percent
10 17. Seniority date
11 18. Separation date
12 19. Special pay code
13 20. Total gross salary
14 21. Action reason title and effective date
15

16 C. Information provided pursuant to this Section will be maintained by the
17 Union in confidence according to the law.
18

19 D. The Union will indemnify the Employer for any violations of employee
20 privacy committed by the Union pursuant to this Section.
21

22 **40.8 Indemnification**

23 The Employer shall be held harmless by the Union and employees for compliance
24 with this Article and any issues related to the deduction of dues and fees.
25

Tentative Agreement, June 26, 2006

5

Employer

D. Leigh

Union

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1 **ARTICLE 41**
2 **CLASSIFICATION**

3
4 **41.1 Classification Plan Revisions**

5 A. The Employer will provide to the Union, in writing, any proposed changes
6 to the classification plan, including descriptions for newly created
7 classifications. Such notice will be provided utilizing the Department of
8 Personnel's Director's meeting agenda notice. Upon request of the Union,
9 the Employer will bargain the salary effect(s) of a change to an existing
10 class or newly proposed classification.

11
12 B. The Employer will allocate or reallocate positions, including newly
13 created positions, to the appropriate classification within the classification
14 plan.
15

16 **41.2 Position Review**

17 An individual employee who believes that his or her position is improperly
18 classified may request a review according to the following procedure:
19

20 A. The employee and/or the employee's immediate supervisor will complete
21 and sign the appropriate form.
22


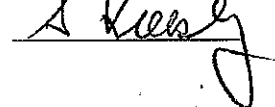
23 B. The supervisor will then send the completed form to the local Human
24 Resources Office. The Human Resources Office will review the
25 completed form and make a decision regarding appropriate classification.
26 The Human Resources Office will respond to the employee and/or the
27 employee's immediate supervisor within ninety (90) calendar days of
28 receipt of the properly completed form. If an allocation determination is
29 not made within the ninety (90) calendar days the employee will be
30 provided with a status report.

Tentative Agreement, July 26, 2006

1

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1
2 C. In the event the employee disagrees with the reallocation decision of the
3 agency, he or she may appeal the agency's decision to the Director of the
4 Department of Personnel within thirty (30) calendar days of being
5 provided the results of a position review or the notice of reallocation. The
6 Director of the Department of Personnel will then make a written
7 determination that will be provided to the employee.

8
9 D. The employee may appeal the determination of the Director of the
10 Department of Personnel to the Washington Personnel Resources Board
11 within thirty (30) calendar days of being provided the written decision of
12 the Director of the Department of Personnel. The board will render a
13 decision, which will be final and binding.

14
15 E. The effective date of a reallocation resulting from an employee request for
16 a position review is the date the request was filed with the local Human
17 Resources Office.

18
19 F. Decisions regarding appropriate classification will be reviewed in
20 accordance with this Section and will not be subject to the grievance
21 procedure specified in Article 29 of this Agreement.

22
23 **41.3 Effect of Reallocation**

24 A. Reallocation to a Class With a Higher Salary Range Maximum

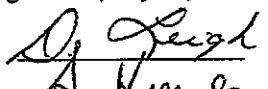
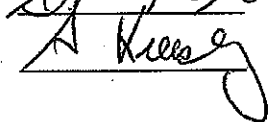
- 25 1. If the employee has performed the higher-level duties for at least
26 six (6) months and has the skills and abilities required of the
27 position, the employee will remain in the position and retain his or
28 her existing appointment status.

29
Tentative Agreement, July 26, 2006

2

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1 2. If the reallocation is the result of a change in the duties of the
2 position and the employee has not performed the higher-level
3 duties for at least six (6) months, the Employer must give the
4 employee the opportunity to compete for the position if he or she
5 possesses the required skills and abilities. The Employer may
6 chose to promote the employee without competition as long as the
7 employee possesses the required skills and abilities. If the
8 employee is not selected for the position, or does not have the
9 required skills and abilities, the layoff procedure specified in
10 Article 34, Layoff and Recall, will apply. If the employee is
11 appointed to the position, he or she must serve a trial service
12 period.

13
14 B. Reallocation to a Class with an Equal Salary Range Maximum

- 15 1. If the employee has the skills and abilities required of the position,
16 the employee will remain in the position and retain his or her
17 existing appointment status.
- 18
19 2. If the employee does not have the skills and abilities required of
20 the position, the layoff procedure specified in Article 34, Layoff
21 and Recall, will apply.

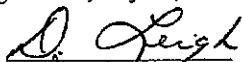
22
23 C. Reallocation to a Class with a Lower Salary Range Maximum

- 24 1. If the employee has the skills and abilities required of the position
25 and chooses to remain in the reallocated position, the employee
26 will retain his or her existing appointment status and has the right
27 to be placed on the agency's internal layoff list for the
28 classification the employee held permanent status in prior to the
29 reallocation and in the General Government Transition Pool
30 Program.

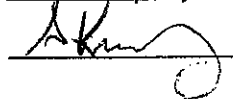
Tentative Agreement, July 26, 2006

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- 1
- 2 2. If the employee chooses to vacate the position or does not have the
- 3 skills and abilities required of the position, the layoff procedure
- 4 specified in Article 34, Layoff and Recall, will apply.
- 5

6 **41.4 Salary Impact of Reallocation**

7 An employee whose position is reallocated will have his or her salary determined

8 as follows:

9

10 A. Reallocation to a Class With a Higher Salary Range Maximum

11 Upon appointment to the higher class, the employee's base salary will be

12 increased to a step of the range for the new class that is nearest to five

13 percent (5%) higher than the amount of the pre-promotional step. The

14 appointing authority may authorize, at his or her discretion, an increase of

15 the base salary up to a total of ten percent (10%). The base salary will not

16 exceed the top of the range.

17

18 B. Reallocation to a Class With an Equal Salary Range Maximum

19 The employee retains his or her previous base salary.

20

21 C. Reallocation to a Class With a Lower Salary Range Maximum

22 The employee will be paid an amount equal to his or her current salary,

23 provided it is within the salary range of the new position. In those cases

24 where the employee's current salary exceeds the maximum amount of the

25 salary range for the new position, the employee will continue to be

26 compensated at the salary he or she was receiving prior to the reallocation

27 downward, until such time as the employee vacates the position or his or

28 her salary falls within the new salary range.

29

ARTICLE 42
COMPENSATION

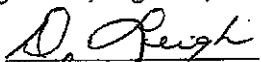
42.1 Pay Range Assignments

- A. Effective July 1, 2007, each classification represented by the Union will continue to be assigned to the same salary range of the "Washington State Salary Schedule Effective July 1, 2006 through June 30, 2007" that it was assigned on June 30, 2007, except as provided for in Sub-section 42.8. Effective July 1, 2007, each employee will continue to be assigned to the same range and step of the State Salary Schedule that he or she was assigned on June 30, 2007, except as provided for in Sub-section 42.1 D and 42.8.
- B. Effective July 1, 2007, the "State Salary Schedule Effective July 1, 2006 through June 30, 2007" will remain in effect.
- C. Effective July 1, 2007, all salary ranges and steps of the State Salary Schedule will be increased by 3.2%, as shown in Appendix E, attached.
- D. Effective July 1, 2007, all employees who have been at Step K for one (1) year or more will progress to a new Step L of the State Salary Schedule as shown in Appendix E, attached.
- E. Effective July 1, 2008, all salary ranges and steps of the State Salary Schedule which will become effective on July 1, 2007, will be increased by 2.0%, as shown in Appendix F, attached.
- F. Employees who are paid above the maximum for their range on the effective date of the increases described in Subsections C and E above,

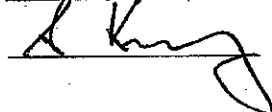
Tentative Agreement, August 24, 2006

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1 will not receive the specified increase to their current pay unless the new
2 range encompasses their current rate of pay.
3

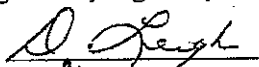
4 **42.2 "N" Pay Range Assignments.**

- 5 A. Effective July 1, 2007, each classification represented by the Union will
6 continue to be assigned to the same salary range of the "N Range Salary
7 Schedule – Effective July 1, 2006 through June 30, 2007," that it was
8 assigned on June 30, 2007, except as provided for in Sub-section 42.8.
9 Effective July 1, 2007, each employee will continue to be assigned to the
10 same range and step of the "N" Range Salary Schedule that he or she was
11 assigned on June 30, 2007, except as provided for in Sub-section 42.2 D,
12 42.2 E, and 42.8.
13
14 B. Effective July 1, 2007, the "N Range Salary Schedule Effective July 1,
15 2006 through June 30, 2007" will remain in effect.
16
17 C. Effective July 1, 2007, all salary ranges and steps of the "N" Range Salary
18 Schedule will be increased by 3.2%, as shown in Appendix G, attached.
19
20 D. Effective July 1, 2007, all nurses assigned to a "N" range with eighteen
21 (18) years experience will progress to step S of the "N Range Salary
22 Schedule" as shown in Appendix G, attached.
23
24 E. Effective July 1, 2007, all nurses assigned to a "N" range with twenty (20)
25 or more years experience will progress to a new step T of the "N Range
26 Salary Schedule" as shown in Appendix G, attached.
27
28 F. Effective July 1, 2008, all salary ranges and steps of the "N" Range Salary
29 Schedule which will become effective on July 1, 2007, will be increased
30 by 2.0%, as shown in Appendix H, attached.

Tentative Agreement, August 24, 2006

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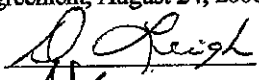

Union



- 1
2 G. Employees who are paid above the maximum for their range on the
3 effective date of the increases described in Subsections C and F above,
4 will not receive the specified increase to their current pay unless the new
5 range encompasses their current rate of pay.
6

7 **42.3 "T" Pay Range Assignments**

- 8 A. Effective July 1, 2007, each classification represented by the Union will
9 continue to be assigned to the same salary range of the "T Range Salary
10 Schedule - Effective July 1, 2006 through June 30, 2007," that it was
11 assigned on June 30, 2007. Effective July 1, 2007, each employee will
12 continue to be assigned to the same range and step of the "T" Range
13 Salary Schedule that he or she was assigned on June 30, 2007 except as
14 provided in Sub-section 42.3 D.
15
16 B. Effective July 1, 2007, the "T Range Salary Schedule Effective July 1,
17 2006 through June 30, 2007" will remain in effect.
18
19 C. Effective July 1, 2007, all salary ranges and steps of the "T" Range Salary
20 Schedule will be increased by 3.2%, as shown in Appendix I, attached.
21
22 D. Effective July 1, 2007, all employees who have been at Step 10 for one (1)
23 year or more will progress to a new Step 11 of the "T" Range Salary
24 Schedule as shown in Appendix I, attached.
25
26 E. Effective July 1, 2008, all salary ranges and steps of the "T" Range Salary
27 Schedule which will become effective on July 1, 2007, will be increased
28 by 2.0%, as shown in Appendix J, attached.
29

1 F. Employees who are paid above the maximum for their range on the
2 effective dates of the increases described in Subsections C and E above,
3 will not receive the specified increase to their current pay unless the new
4 range encompasses their current rate of pay.
5

6 **42.4 One-Time Payment**

7 Employees who were insurance eligible for the month of June 2007 and are
8 covered by the terms of this agreement on July 1, 2007 will receive a one-time
9 payment of seven hundred and fifty-six dollars (\$756.00). The payment will be
10 dispersed on July 25, 2007.
11

12 **42.5 Classification Consolidation**

13 Pursuant to RCW 41.06.136 (2) (b), the Employer will provide an estimated eight
14 million dollars (\$8,000,000) general fund-state to implement phase 4 of the
15 Department of Personnel's Classification Consolidation Project.
16

17 **42.6 Salary Survey to 25% of Prevailing Rate**

18 Effective July 1, 2007, salaries for classifications found to be more than twenty-
19 five percent (25%) behind prevailing rate, in accordance with the Department of
20 Personnel's 2006 Salary Survey, will be brought to within twenty-five percent
21 (25%) of prevailing rate.
22

23 **42.7 Recruitment and Retention – Compression/Inversion – Increased Duties and**
24 **Responsibilities - Inequities**

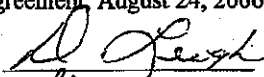
25 Effective July 1, 2007, targeted job classifications will be assigned to a higher
26 salary range due to documented recruitment and retention difficulties,
27 compression or inversion, increased duties and responsibilities or inequities.
28

29 42.8 Job Classifications that qualify for increases under sub-sections 42.5, 42.6 and/or
30 42.7 will receive only that increase that grants the highest amount allotted under

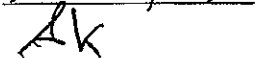
Tentative Agreement, August 24, 2006

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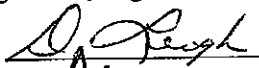

any one section except when adjustments are necessary due to class consolidation. Employees will be assigned to the new range at their current step. Appendix X identifies the impacted job classifications and the salary range for which it will be assigned.

42.9 Pay for Performing the Duties of a Higher Classification

A. Employees who are temporarily assigned the full scope of duties and responsibilities for more than thirty (30) calendar days to a higher-level classification whose range is less than six (6) ranges higher than the range of the former class will be notified in writing and will be advanced to a step of the range for the new class that is nearest to five percent (5%) higher than the amount of the pre-promotional step. The increase will become effective on the first day the employee was performing the higher-level duties.

B. Employees who are temporarily assigned the full scope of duties and responsibilities for more than thirty (30) calendar days to a higher-level classification whose range is six (6) or more ranges higher than the range of the former class will be notified in writing and will be advanced to a step of the range for the new class that is nearest to ten percent (10%) higher than the amount of the pre-promotional step. The increase will become effective on the first day the employee was performing the higher-level duties.

C. In an emergent situation in the absence of an Attendant Counselor 2 or Attendant Counselor 3, when an Attendant Counselor 1 performs the duties of a shift charge, he or she will be compensated as an Attendant Counselor 2 relief shift charge for that shift.

- 1 D. An Attendant Counselor 2 will be paid at the Attendant Counselor 3 rate
2 for filling behind an Attendant Counselor 3 in the event of absences,
3 exclusive of annual leave, for fifteen (15) workdays in a calendar month.
4 Payment at the Attendant Counselor 3 rate will begin on the 16th day of
5 the Attendant Counselor 3 absence.
6

7 **42.10 Establishing Salaries for New Employees and New Classifications**

8 The Employer will assign newly hired employees to the appropriate range and
9 step of the appropriate State Salary Schedules as described in Sections 42.1, 42.2
10 and 42.3, above.
11

- 12 A. The salary of employees in classes requiring licensure, as a registered
13 nurse will be governed by the "N" Range Salary Schedule.
14

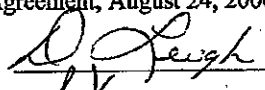

- 15 B. An employee's experience as a registered nurse (RN) and/or licensed
16 practical nurse (LPN), calculated as follows, will determine the placement
17 of an employee on the proper step within an "N" range:
18

- 19 1. RN experience will be credited year for year.
20
21 2. Up to ten (10) years LPN experience will be credited at the rate of
22 two (2) years LPN experience equals one (1) year of RN
23 experience, for a maximum credit of five (5) years.
24

25 **42.11 Periodic Increases**

26 An employee's periodic increment date will be set and remain the same for any
27 period of continuous service in accordance with the following:
28

- 29 A. For an employee hired prior to July 1, 2007, the employee's periodic
30 increment date as of June 30, 2007 is retained. Employees will receive a

1 two (2) step increase to base salary annually, on their periodic increment
2 date, until they reach the top step of the pay range.
3

4 B. Employees who are hired on or after July 1, 2007, at the minimum step of
5 their pay range will receive a two (2) step increase to base salary
6 following completion of six (6) months of continuous service and the date
7 they receive that increase will be the employee's periodic increment date.
8 Thereafter, employees will receive a two (2) step increase annually, on
9 their periodic increment date, until they reach the top of the pay range.
10

11 C. Employees who are hired on or after July 1, 2007, above the minimum
12 step of the pay range will receive a two (2) step increase to base salary
13 following completion of twelve (12) months of continuous service and the
14 date they receive that increase will be the employee's periodic increment
15 date. Thereafter, employees will receive a two (2) step increase annually,
16 on their periodic increment date, until they reach the top of the pay range.
17

18 D. Employees governed by the "N" range salary schedule that have reached
19 Step K, will receive a one (1) step increase based on years of experience
20 up to the maximum of the range.
21

22 E. Employees who are appointed to another position with a different salary
23 range maximum will retain their periodic increment date and will receive
24 step increases in accordance with paragraphs A-C above.
25

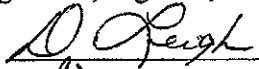
26 F. Seasonal career/cyclic employees periodic increment dates will be
27 adjusted for time not worked.
28

29 **42.12 Salary Assignment Upon Promotion**

Tentative Agreement, August 24, 2006

7

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1 A. Employees promoted to a position in a class whose range is less than six
2 (6) ranges higher than the range of the former class will be advanced to a
3 step of the range for the new class that is nearest to five percent (5%)
4 higher than the amount of the pre-promotional step.

5
6 B. Employees promoted to a position in a class whose range is six (6) or
7 more ranges higher than the range of the former class will be advanced to
8 a step of the range for the new class that is nearest to ten percent (10%)
9 higher than the amount of the pre-promotional step.

10
11 C. Geographic Adjustments

12 The appointing authority may authorize more than the step increases
13 specified in Subsections A and B, above, when an employee's promotion
14 requires a change of residence to another geographic area to be within a
15 reasonable commuting distance of the new place of work. Such an
16 increase may not result in a salary greater than the range maximum.

17
18 D. Promotions for Registered Nurses

19 1. Promotional increases for classes requiring licensure as a
20 registered nurse ("N" ranges) are calculated in the manner
21 described below.

22
23 2. An employee who is promoted into or between classes which have
24 pay range "N" will advance to the step in the new range, as shown
25 in the "N" Range Salary Schedule, as described in Section 42.2,
26 which represents the greater of (a), (b) or (c) below.

27
28 a. Placement on the step which coincides with the employee's
29 total length of experience as a registered nurse (RN) and/or

1 licensed practical nurse (LPN). Experience will be credited
2 as follows:

- 3
- 4 i. RN experience will be credited year for year.
- 5
- 6 ii. Up to ten (10) years LPN experience will be
7 credited at the rate of two (2) years LPN experience
8 equals one (1) year of RN experience, for a
9 maximum credit of five (5) years.

10
11 Or

- 12
- 13 b. Placement on the step of the new range that is nearest to a
14 minimum of five percent (5%) higher than the amount of
15 the pre-promotional step. The appointing authority may
16 authorize more than a five percent (5%) increase, but the
17 amount must be on a step within the salary range for the
18 class.

19
20 Or

- 21
- 22 c. The appointing authority will advance an employee who is
23 promoted under any one or more of the following
24 conditions to the step of the range for the new class that is
25 nearest to a minimum of ten percent (10%) higher than the
26 amount of the pre-promotional step. The appointing
27 authority may authorize more than a ten percent (10%)
28 increase, but the amount must be on a step within the salary
29 range for the class.
- 30

- i. When the employee is promoted to a class whose base range is six (6) or more ranges higher than the base range of the employee's former class.
- ii. When the employee is promoted over an intervening class in the same class series.
- iii. When the employee is promoted from one (1) class series to a higher class in a different series and over an intervening class in the new series, which would have represented a promotion.
- iv. When an employee's promotion requires a change of residence to another geographic area to be within a reasonable commuting distance of the new place of work.

42.13 Demotion

An employee who voluntarily demotes to another position with a lower salary range maximum will be placed in the new range at a salary equal to his or her previous base salary. If the previous base salary exceeds the new range, the employee's base salary will be set equal to the new range maximum.

42.14 Transfer

A transfer is defined as an employee-initiated move of an employee from a position to another position within or between agencies in the same class or a different class with the same salary range maximum. Transferred employees will retain their current base salary.

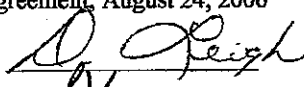

42.15 Reassignment

Tentative Agreement, August 24, 2006

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1 Reassignment is defined as an agency-initiated move of an employee within the
2 agency from one position to another in the same class or a different class with the
3 same salary range maximum. Upon reassignment, an employee retains his or her
4 current base salary.

5
6 **42.16 Reversion**

7 Reversion is defined as voluntary or involuntary movement of an employee
8 during the trial service period to the class the employee most recently held
9 permanent status in, to a class in the same or lower salary range, or separation
10 placement onto the Employer's internal layoff list. Upon reversion, the base
11 salary the employee was receiving prior to promotion will be reinstated.

12
13 **42.17 Elevation**

14 Elevation is defined as restoring an employee to the higher classification, with
15 permanent status, which was held prior to being granted a demotion or to a class
16 that is between the current class and the class from which the employee was
17 demoted. Upon elevation, an employee's salary will be determined in the same
18 manner that is provided for promotion in Section 42.13, above.

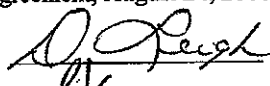
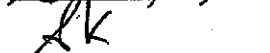
19
20 **42.18 Part-Time Employment**

21 Monthly compensation for part-time employment will be pro-rated based on the
22 ratio of hours worked to hours required for full-time employment. In the
23 alternative, part-time employees may be paid the appropriate hourly rate for all
24 hours worked.

25
26 **42.19 Callback**

27 A. Work Preceding or Following a Scheduled Work Shift

28 Overtime-eligible shift employees will be notified prior to their scheduled
29 quitting time either to return to work after departing the worksite or to
30 change the starting time of their next scheduled work shift.

1. Lack of notice for such work will be considered callback and will result in a penalty of three (3) hours of pay at the basic salary in addition to all other compensation due. This penalty will apply to each call.
2. The Employer may cancel a callback notification to work extra hours at any time, but cancellation will not waive the penalty cited in this Section.

These provisions will not apply to the mid-shift interval in a split shift and an employee called back while in standby status.

B. Work on Scheduled Days Off or Holidays

The Employer may assign employees to work on a day off or holiday. Overtime-eligible employees will be notified of such assignments at least prior to the employees' normal quitting times on their second workday preceding the day off or holiday (except Sunday, when it is within the assigned work shift).

1. If the Employer does not give such notice, affected employees will receive a penalty payment of three (3) hours pay at the basic salary in addition to all other compensation due them.
2. The Employer may cancel work assigned on a day off or holiday. However, if the Employer does not notify affected employees of such cancellation at least prior to their normal quitting times on their second workday preceding the day off or holiday work assignment, affected employees will receive a penalty payment of three (3) hours pay at the basic salary.

1
2 These provisions will apply to employees on paid leave status.

3
4 C. An employee who is receiving standby pay is not entitled to callback
5 penalty pay if required to return to work after departing the worksite or is
6 directed to report to duty prior to the starting time of his or her next
7 scheduled work shift.

8
9 D. Emergency Schedule Changes – Departments of Agriculture and
10 Transportation

11 If the Employer makes an emergency schedule change as defined in
12 Article 6, Hours of Work, the affected employee will receive a penalty
13 payment of three (3) hours pay at the basic salary, per occurrence, in
14 addition to all other compensation due.

15
16 **42.20 Shift Premium**

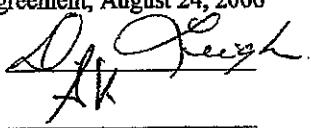
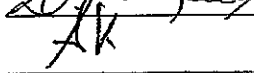
17 A. For purposes of this Section, the following definitions apply:

18
19 1. Evening shift is a work shift of eight (8) or more hours which ends
20 at or after 10:00 p.m.

21
22 2. Night shift is a work shift of eight (8) or more hours which begins
23 by 3:00 a.m.

24
25 B. Effective July 1, 2007, a basic shift premium of sixty cents (\$0.60) per
26 hour will be paid to full-time employees and effective July 1, 2008 a basic
27 shift premium of sixty-five cents (\$0.65) per hour will be paid to full-time
28 employees under the following circumstances:
29

1. Regularly scheduled evening and night shift employees are entitled to shift premium for all hours worked.
 2. Regularly scheduled day shift employees are not entitled to shift premium unless:
 - a. The employee's regular or temporary scheduled work shift includes hours after 6:00 p.m. and before 6:00 a.m. where no overtime, schedule change pay, or callback compensation is received. Shift premium is paid only for those hours actually worked after 6:00 p.m. and before 6:00 a.m.
 - b. The employee is temporarily assigned a full evening or night shift where no overtime, schedule change pay, or callback compensation is received. Shift premium is paid only for all evening or night shift hours worked in this circumstance.
 3. Employees regularly scheduled to work at least one (1), but not all, evening and/or night shifts are entitled to shift premium for those shifts. Additionally, these employees are entitled to shift premium for all hours adjoining that evening or night shift which are worked.
- C. Part-time and on-call employees will be entitled to basic shift premium under the following circumstances:
1. For all assigned hours of work after 6:00 p.m. and before 6:00 a.m.

2. For assigned full evening or night shifts, as defined in Subsection B.2, above.

D. In cases where shift premium hours are regularly scheduled over a year, agencies may pay shift premium at a monthly rate that is equal for all months of the year. Monthly rates will be calculated by dividing twelve (12) into the amount of shift premium an employee would earn in a year if the hourly rules in Subsection B.2 were applied.

E. When an employee is compensated for working overtime during hours for which shift premium is authorized in this Section, the overtime rate will be calculated using the "regular rate."

F. Employees eligible for shift premium for their regularly scheduled shifts will receive the same proportion of shift premium for respective periods of authorized paid leave and for holidays not worked which fall within their regularly scheduled shift.

42.21 Shift Premium for Registered Nurses and Related Classes

Registered Nurses 1 through 4 and related job classes requiring licensure as a registered nurse, Licensed Practical Nurses 1, 2 and 4, and Psychiatric Security Nurse will receive one dollar and fifty cents (\$1.50) per hour shift differential for evening shift and night shift work.

42.22 Supplemental Shift Premium for Nurses

For the classes of Registered Nurse 1 through 4 and related job classes requiring licensure as a registered nurse, supplemental shift premium will be paid in the amounts and under the conditions described below. Employees may qualify for one (1) or both of these supplemental shift premiums.

- 1 A. One dollar (\$1.00) per hour during any hours assigned to work or while on
2 paid leave from 11:00 p.m. until 7:00 a.m.
3
4 B. Three dollars (\$3.00) per hour during any hours worked or while on paid
5 leave from Friday midnight to Sunday midnight.
6
7 C. Supplemental shift premiums are payable regardless of employment status
8 and/or whether the work was prescheduled.
9
10 D. Supplemental shift premiums are not payable during hours other than
11 those specified.
12

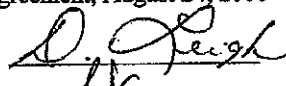

13 **42.23 Split Shift**

14 When an employee's assigned work shift is split with a minimum of four (4)
15 intervening hours not worked, the employee, except for registered nurses and
16 related classes, will receive the shift premium rate designated in Subsection 42.18
17 B for all hours worked. Registered nurses and related classes will receive the
18 premium rate set forth in Section 42.22 for all hours worked. The provisions of
19 Subsections 42.21 D, E and F will apply to employees working split shifts.
20

21 **42.24 Standby**

- 22 A. An employee is in standby status while waiting to be engaged to work by
23 the Employer and both of the following conditions exist:
24

- 25 1. The employee is required to be present at a specified location or is
26 immediately available to be contacted. The location may be the
27 employee's home or other specific location, but not a work site
28 away from home. When the standby location is the employee's
29 home, and the home is on the same state property where the
30 employee works, the home is not considered a work site.

1
2 2. The agency requires the employee to be prepared to report
3 immediately for work if the need arises, although the need might
4 not arise.

5
6 B. Standby status will not be concurrent with work time.

7
8 C. When the nature of a work assignment confines an employee during off-
9 duty hours and that confinement is a normal condition of work in the
10 employee's position, standby compensation is not required merely because
11 the employee is confined.

12
13 D. Overtime-eligible employees on standby status will be compensated at a
14 rate of seven percent (7%) of their hourly base salary for time spent in
15 standby status.

16
17 E. Overtime-exempt employees will be compensated twenty-five dollars
18 (\$25.00) for each day or portion thereof spent in standby status. A day is
19 defined as a twenty-four (24) hour period beginning on the first hour an
20 employee is assigned standby status.

21
22 F. Employees dispatched to emergency fire duty as defined by RCW
23 38.52.010 are not eligible for standby pay.

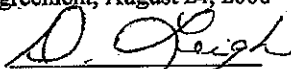
24
25
26 **42.25 Relocation Compensation**

27 A. The Employer may authorize lump sum relocation compensation, within
28 existing budgetary resources, under the following conditions:
29

Tentative Agreement, August 24, 2006

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1. When it is reasonably necessary that a person make a domiciliary move in accepting a reassignment or appointment; or
2. When it is necessary to successfully recruit or retain a qualified candidate or employee who will have to make a domiciliary move in order to accept the position.

B. If the employee receiving the relocation payment terminates or causes termination of his or her employment with the state within one (1) year of the date of employment, the state will be entitled to reimbursement for the moving costs which have been paid and may withhold such sum as necessary from any amounts due the employee. Termination as a result of layoff or disability separation will not require the employee to repay the relocation compensation.

42.26 Salary Overpayment Recovery

A. When an agency has determined that an employee has been overpaid wages, the agency will provide written notice to the employee which will include the following items:

1. The amount of the overpayment,
2. The basis for the claim, and
3. The rights of the employee under the terms of this Agreement.

B. Method of Payback

1. The employee must choose one of the following options for paying back the overpayment:

D. Leigh
AK

1 a. Voluntary wage deduction

2 b. Cash

3 c. Check

4
5
6
7 2. The employee will have the option to repay the overpayment over
8 a period of time equal to the number of pay periods during which
9 the overpayment was made, unless a longer period is agreed to by
10 the employee and the agency.

11
12 3. If the employee fails to choose one of the three options described
13 above, within the timeframe specified in the agency's written
14 notice of overpayment, the agency will deduct the overpayment
15 owed from the employee's wages. This overpayment recovery will
16 take place over a period of time equal to the number of pay periods
17 during which the overpayment was made.

18
19 4. Any overpayment amount still outstanding at separation of
20 employment will be deducted from their final pay.

21
22 C. Appeal Rights

23 Any dispute concerning the occurrence or amount of the overpayment will
24 be resolved through the grievance procedure in Article 29 of this
25 Agreement.

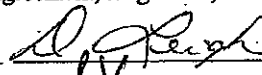

26
27
28
29 **42.27 Assignment Pay Provisions**

Tentative Agreement, August 24, 2006

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1 Assignment pay is a premium added to the base salary and is intended to be used
2 only as long as the skills, duties, or circumstances it is based on are in effect.

3
4 A. The Employer may grant assignment pay to a position to recognize
5 specialized skills, assigned duties, and/or unique circumstances that
6 exceed the ordinary. The Employer determines which positions qualify
7 for the premium.

8
9 B. Classes approved for assignment pay have the letters "AP" appearing after
10 their class title in the compensation plan. All Assignment Pay rates and
11 Special Pay Ranges and Notes are attached as Appendices K and L to this
12 Agreement.

13
14 **42.28 Dependent Care Salary Reduction Plan**

15 The Employer agrees to maintain the current dependent care salary reduction plan
16 that allows eligible employees, covered by this Agreement, the option to
17 participate in a dependent care reimbursement program for work-related
18 dependent care expenses on a pretax basis as permitted by Federal tax law or
19 regulation.

20
21 **42.20 Pretax Health Care Premiums**

22 The Employer agrees to provide eligible employees with the option to pay the
23 employee portion of health premiums on a pre-tax basis as permitted by federal
24 tax law or regulation.

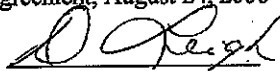
25
26 **42.30 Medical/Dental Expense Account**

27 The Employer agrees to allow insurance eligible employees, covered by the
28 Agreement, to participate in a medical and dental expense reimbursement
29 program to cover co-payments, deductibles and other medical and dental
30 expenses, if employees have such costs, or expenses for services not covered by

Tentative Agreement, August 24, 2006

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1 health or dental insurance on a pre-tax basis as permitted by federal tax law or
2 regulation.

3
4 **42.31 Voluntary Separation Incentives – Voluntary Retirement Incentives**

5 Agencies will have the discretion to participate in a Voluntary Separation
6 Incentive Program or a Voluntary Retirement Incentive Program, if such program
7 is provided for in the 2007 – 2009 operating budget. Such participation must be
8 in accordance with the program guidelines adopted by the Department of
9 Personnel and the Department of Retirement Systems, following consultation with
10 the Office of Financial Management. Program incentives or offering of such
11 incentives are not subject to the grievance procedure.
12

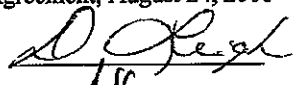

13 **42.32 Fire Duty Compensation: Department of Corrections (DOC) and**
14 **Department of Social and Health Services (DSHS)**

15 DOC and DSHS employees sent to forest fire camps in charge of inmate or
16 resident fire fighters for a period of twenty-four (24) hours or more will be on
17 "extended duty assignment." Employees on extended duty assignment will be
18 considered to be on continuous duty from the time they commence such duty,
19 including travel time to the fire, until they are released from duty, including travel
20 time for return to their non-fire duty station.
21

22 A. During the extended duty assignment, all time will be paid as work time,
23 except that the Employer may deduct up to eight (8) hours of non-work
24 time each day for sleep, plus up to three (3) hours for meals, provided that:
25

26 1. The employee has no responsibility during time deducted for meal
27 periods.
28

29 2. The time deducted for sleep includes a period of five (5)
30 continuous hours which are not interrupted by a call to work.

1
2 B. Employees will not be entitled to receive callback pay for any work
3 performed during the hours of an extended duty assignment or the
4 transition back to their regular work schedule.

5
6 C. While on extended duty assignment, the employee's workweek will
7 remain the same. However, an employee's assigned work hours while on
8 extended duty assignment may be different from his or her regularly
9 assigned work hours. Work schedules for employees on extended duty
10 assignment will be determined after camp has been set up.

11
12 D. If an employee is directed to perform duties which extend beyond his or
13 her assigned work hours, as determined in Subsection C above, he or she
14 will be compensated at the overtime rate. If an employee is directed to
15 return to duty without having had five (5) continuous hours off duty, the
16 employee will be compensated at the overtime rate for all off-duty hours,
17 in addition to the number of hours worked, until he or she is relieved from
18 duty for five (5) consecutive hours. If an employee is directed to return to
19 work after being off duty for five (5) consecutive hours but prior to his or
20 her assigned shift, he or she will be compensated at the overtime rate for
21 actual hours worked during the off-duty hours.

22
23 E. There is no eligibility for standby pay during an extended duty
24 assignment.

25
26 F. Employees whose regular work schedule entitles them to shift premium
27 will be paid shift premium while on extended duty assignment.

28
29 **42.33 Fire Duty Compensation – Department of Natural Resources (DNR)**

30 A. Compensation for Typical Fire Suppression Duties:

Tentative Agreement, August 24, 2006

22

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1 DNR employees performing fire suppression duties or other emergency
2 duties when they are working under the incident command system will be
3 compensated as follows:
4

- 5 1. While performing emergency work under the incident command
6 system, an employee's work is not exempt from the Fair Labor
7 Standards Act. Emergency work performed under the incident
8 command system will be compensated in compliance with federal
9 law and the terms of this Article.
10
- 11 2. For those hours worked under the incident command system, one
12 dollar (\$1.00)* is added to an employee's regular rate in lieu of
13 any other forms of additional compensation including, but not
14 limited to, callback, standby, stand down, shift differential, split
15 shift differential, assignment pay, schedule change, and pay for rest
16 periods of less than five (5) hours.
17
- 18 3. Employees will be paid at one and one-half (1 ½) times the sum of
19 their regular hourly rate plus one dollar (\$1.00)* for those hours
20 worked in excess of forty (40) hours in a workweek as a result of
21 wild fire suppression and/or other emergency duties performed
22 under the incident command system. For purposes of this
23 Subsection, the regular hourly rate does not include any allowable
24 exclusions as specified in Subsection 7.1 D of Article 7, Overtime.
25

26 *Note: If any other labor organization negotiates an amount
27 greater than one dollar (\$1.00), then this amount will be increased
28 to equal the greater amount.
29

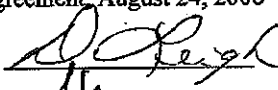
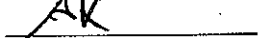
30 B. Compensation When Deployed to a Spike Camp:

Tentative Agreement, August 24, 2006

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1
2 1. When deployed to a spike camp, employees will be considered on
3 twenty-four (24)-hour duty. Pursuant to the Fair Labor Standards
4 Act (FLSA), bona fide meal periods and a bona fide scheduled
5 sleeping period of up to eight (8) hours are excluded from paid
6 time, provided adequate sleeping facilities are furnished and the
7 uninterrupted sleep period is at least five (5) hours.

8
9 2. When an employee is deployed by incident command staff to a
10 spike camp, the spike camp is a closed satellite camp with limited
11 and variable support facilities, but provides, at a minimum, hot
12 meals and adequate sleeping facilities.

13
14 C. Compensation for Coyote Status:

15 When deployed to coyote status, employees will be considered in twenty-
16 four (24)-hour pay status and paid accordingly without excluding bona
17 fide meal periods or sleep periods. An employee is in coyote status when
18 deployed by incident command staff, required to remain in remote and
19 primitive conditions near the fire-line, and unable to return to any base or
20 spike camp at the end of the work shift.

21
22 D. "Wild Fire Suppression and Other Emergency Duties," attached as
23 Appendix M, provides direction on the non-compensation elements of fire
24 duty.

25
26 **42.34 Spill Response Team – Department of Ecology**

27 A. In addition to the compensation described in Article 7, Overtime,
28 employees on spill response duty will be compensated as follows:
29

1 1. Employees will be in only one (1) pay status at a time. Employees
2 cannot accrue standby pay and pay for time worked.

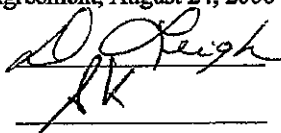
3
4 2. Standby pay will be provided to employees required to be on
5 standby status for purposes of spill response. Employees will be
6 compensated for standby in accordance with Section 42.24 D.
7 above, for all hours in standby status.

8
9 B. Employees responding to a spill will be paid at a rate of one and one-half
10 (1-1/2) times the employee's hourly salary (including the assignment pay)
11 for time worked outside their normal work hours. "Responding to a spill"
12 includes receiving phone calls and any required follow-up activities, field
13 response, and any other activities as identified in the Spill Response
14 Operations Manual.

15
16 C. Employees permanently assigned to the Emergency Spill Response Team
17 (full-time responders) will receive assignment pay per Section 42.27,
18 above. Employees not permanently assigned to the Emergency Response
19 Team (after-hours responders) but who are designated by the Spill
20 Response Section Manager as spill responders eligible for assignment pay,
21 will receive three hundred dollars (\$300) for each assigned week of duty.
22 When the assigned week of duty is performed by two (2) or more
23 responders, the three hundred dollars (\$300) assignment pay will be
24 apportioned to the responders as described in the Spill Response
25 Operations Manual.

26
27 **42.35 Emergency/Disaster Operations Compensation**

28 All employees, except those performing duties as outlined in 42.32, 42.33 and
29 42.34 above, performing emergency/disaster duties when working full-time under



1 a phase II or higher activation level designated by the State Emergency Operation
2 Center will be compensated as follows:

- 3
- 4 A. Employees will be paid at one and one-half (1 ½) times the sum of their
5 regular hourly rate for those hours worked in excess of forty (40) hours in
6 a workweek as a result of full-time work in support of a significant
7 emergency, declared disaster, or Emergency Management Assistance
8 Compact (EMAC) or other Mutual Aid activations/deployments as
9 determined by the agency head or designee. During federally declared
10 disasters overtime compensation will be limited to cash payments.
- 11
- 12 B. For those hours worked during the activation, one dollar (\$1.00) is added
13 to an employee's regular rate in lieu of any other forms of additional
14 compensation including, but not limited to, callback, standby, shift
15 differential, split shift differential, assignment pay, and/or schedule
16 change.
- 17
- 18 C. Unless otherwise noted in writing, employees will retain the assigned
19 workweek while supporting emergency/disaster operations. However,
20 employees' assigned work hours may be different from their regularly
21 assigned work hours.
- 22
- 23 D. These provisions are limited to qualifying work performed in the
24 Washington Emergency Operations Center, in a Joint Field Office, and
25 work in direct support of EMAC or other Mutual Aid
26 activations/deployments.
- 27

1 **ARTICLE 43**

2 **HEALTH CARE BENEFITS AMOUNTS**

3
4 **43.1** The Employer will contribute an amount equal to eighty-eight percent (88%) of
5 the total weighted average of the health care premium for each bargaining unit
6 member each month, as determined by the Public Employees Benefits Board
7 annually for benefits in calendar year 2008 and calendar year 2009, respectively.
8

9 **43.2** The Employer will pay the entire premium costs for each bargaining unit
10 employee for basic life, basic long-term disability and dental insurance coverage.
11

12 **43.3** The Employer will set aside \$20,000,000 in the public employees' and retirees'
13 insurance account to be used only for the benefit of the Employer and
14 proportionately for represented and non-represented employees in the event the
15 health care costs increase more than the trends assumed under this agreement; and
16 this account will not be used to expand benefits or to reduce the average employee
17 share of medical insurance premium cost for the total weighted average of the
18 health care premium to less than twelve percent (12%).
19

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Employer

D. Leigh
L. Keeney

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ARTICLE 45
STRIKES AND LOCKOUTS

Nothing in this Agreement permits or grants to any employee the right to strike or refuse to perform his or her official duties.

Tentative Agreement, May 15, 2006

Employer

D. Leigh

Union

L. Kress

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ARTICLE 46
ENTIRE AGREEMENT

46.1 This Agreement constitutes the entire agreement and any past practice or past agreement between the parties prior to July 1, 2005 —whether written or oral—is null and void, unless specifically preserved in this Agreement.

46.2 With regard to WAC 357, this Agreement preempts all subjects addressed, in whole or in part, by its provisions.

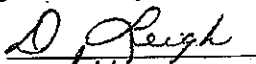
46.3 This Agreement supersedes specific provisions of agency policies with which it conflicts.

46.4 During the negotiations of the Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Therefore, each party voluntarily and unqualifiedly waives the right and will not be obligated to bargain collectively, during the term of this Agreement, with respect to any subject or matter referred to or covered in this Agreement. Nothing herein will be construed as a waiver of the Union's collective bargaining rights with respect to matters that are mandatory subjects/topics under the law.

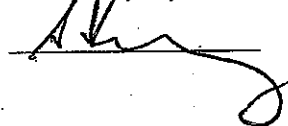
Tentative Agreement, August 24, 2006

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Employer



Union



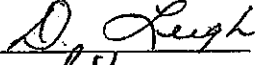
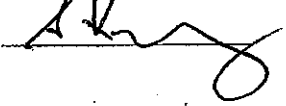
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ARTICLE 47
SAVINGS CLAUSE

If any court or board of competent jurisdiction finds any article, section or portion of this Agreement to be unlawful or invalid, the remainder of the Agreement will remain in full force and effect. If such a finding is made, a substitute for the unlawful or invalid article, section or portion will be negotiated at the request of either party. Negotiations will begin within thirty (30) calendar days of the request.

Tentative Agreement, August 24, 2006

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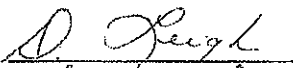
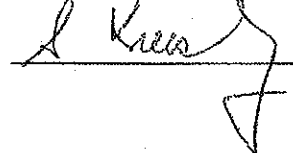
Employer 
Union 

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ARTICLE 48
PRINTING OF AGREEMENT

The Employer and the Union will share the cost of printing this Agreement, including Braille and large-print copies. The agreement will be printed by union printers, on recycled paper and carry a union label. The Employer will provide all current and new employees with one (1) copy of the Agreement. The Employer will post the Agreement electronically.

Tentative Agreement, June 13, 2006 1

Employer 
Union 

1 **ARTICLE 49**

2 **TERM OF AGREEMENT**

3
4 **49.1** All provisions of this Agreement will become effective July 1, 2007, and will
5 remain in full force and effect through June 30, 2009; however, in accordance
6 with RCW 41.80.090, if this Agreement expires while negotiations between the
7 Union and the Employer are underway for a successor Agreement, the terms and
8 conditions of this Agreement will remain in effect for a period not to exceed one
9 (1) year from the expiration date. Thereafter, the Employer may unilaterally
10 implement according to law.

11
12 **49.2** Either party may request negotiations of a successor Agreement by notifying the
13 other party in writing no sooner than January 1, 2008, and no later than January
14 31, 2008. In the event that such notice is given, negotiations will begin at a time
15 agreed upon by the parties.

Tentative Agreement, June 14, 2006

Employer

D. Leigh

Union

A. Kieny

1

2

3

Employer

D. Leigh

X King

ARTICLE X
PRESUMPTION OF RESIGNATION

X.1 Unauthorized Absence

When an employee has been absent without authorized leave and has failed to contact the Employer for a period of three (3) consecutive days, the employee is presumed to have resigned from his or her position. The Employer will make reasonable attempts to contact the employee to determine the cause of the absence.

X.2 Notice of Separation

When an employee is presumed to have resigned from his or her position, the Employer will separate the employee by sending a separation notice to the employee by certified mail to the last known address of the employee.

X.3 Petition for Reinstatement

An employee who has received a separation notice may petition the Employer in writing to consider reinstatement. The employee must provide proof that the absence was involuntary or unavoidable. The petition must be received by the Employer or postmarked within seven (7) calendar days after the separation notice was deposited in the United States mail. The Employer must respond in writing to an employee's petition for reinstatement within seven (7) calendar days of receipt of the employee's petition.

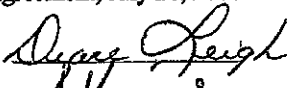
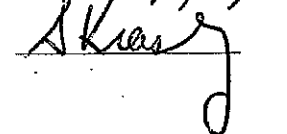
X.4 Grievability

Denial of a petition for reinstatement is grievable. The grievance may not be based on information other than that shared with the Employer at the time of the petition for reinstatement.

Tentative Agreement, July 26, 2006

Employer

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1 **ARTICLE X**

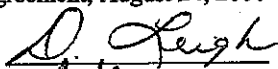
2 **TOBACCO FREE WORKPLACE**

3
4 **X.1** The Department of Health may enforce a tobacco free working environment,
5 which includes no use of tobacco or smoking in state vehicles and on agency
6 premises (including parking lots and facilities), where employees are assigned to
7 conduct official state business.

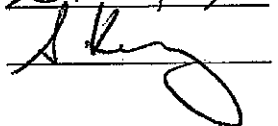
8
9 **X.2** Department of Health will have the right to confine employee tobacco use and
10 smoking to specifically designated areas, or make entire campuses tobacco free.
11 Prior to taking such an approach, the Department of Health will provide ninety
12 (90) days notice to affected employees. The Department of Health will help
13 identify smoking and tobacco cessation resources for employees who request help
14 to stop smoking or using tobacco products.
15

Tentative Agreement, August 24, 2006

Employer



Union



APPENDIX B
GRIEVANCE PROCEDURE

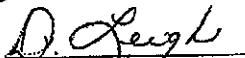
The following agencies will bypass Step 1 of the grievance process as outlined in Article 29, Grievance Procedure:

- Arts Commission
- Criminal Justice Training Commission
- Department of Ecology
- Department of Fish & Wildlife
- Department of General Administration
- Department of Health
- Department of Transportation
- Employment Security Department
- Horse Racing Commission
- Human Rights Commission
- Interagency Committee for Outdoor Recreation
- Office of Minority and Women's Business Enterprises
- Office of the Insurance Commissioner
- Parks and Recreation
- School for the Blind
- School for the Deaf
- Services for the Blind
- Utilities and Transportation Commission
- Washington State Patrol
- Workforce Training and Education Coordinating Board

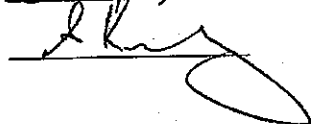
Tentative Agreement, June 26, 2006

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Union



**APPENDIX C
LAYOFF UNITS**

1. Arts Commission

The agency is designated as the single layoff unit.

2. Board of Industrial Insurance Appeals

The agency is designated as the single layoff unit.

3. Community Trade and Economic Development

Layoff units will be by order as follows:

A. Division by County

The employee's division within the county in which the permanent workstation is located.

B. County Only

If no option is available within the division/county layoff unit, the entire agency within the county in which the employee's permanent workstation is located will be considered the layoff unit.

C. Entire Division/Statewide

If no option is available within the county layoff unit, the employee's division throughout the entire state will be considered the layoff unit.

D. Entire Agency

If no option is available within the division/statewide layoff unit, the entire department statewide will be considered the layoff unit.

4. Criminal Justice Training Commission

The layoff unit will first be the county in which the position is located, and if no options are available, then to the department statewide.

5. Department of Agriculture

Each of the following constitutes a separate layoff unit.

COMMODITY INSPECTION DIVISION

1. Grain Inspection Program

Each of the grain offices will constitute a separate layoff unit.

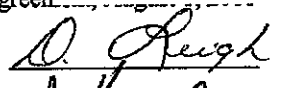
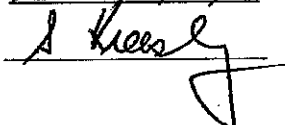
2. Fruit and Vegetable Inspection

Each of the Fruit and Vegetable Inspection Districts will constitute a separate layoff unit within the program.

Tentative Agreement

Employer

Union

- 1 3. Seed Program
2 The Seed Program will constitute a single layoff unit.
3

4 **PLANT PROTECTION DIVISION**
5

- 6 1. Pest Program
7 The Pest Program will constitute a single layoff unit.
8
9 2. Plant Services Program
10 The Plant Services Program will constitute a single layoff unit.
11

12 **6. Department of Corrections**
13 Layoff units will be by order as follows.
14

15 A. County
16 The county in which the employee's permanent workstation is located.
17

18 B. County Group
19 If no option is available within the county layoff unit, the county group in
20 which the employee's permanent workstation is located will be considered
21 the layoff unit. County groups are as follows:
22

23 1. Group 1
24 Benton, Chelan, Columbia, Douglas, Franklin, Kittitas, Klickitat,
25 Walla Walla and Yakima.
26

27 2. Group 2
28 Adams, Asotin, Ferry, Garfield, Grant, Lincoln, Okanogan, Pend
29 Oreille, Spokane, Stevens and Whitman.
30

31 3. Group 3
32 Clallam, Jefferson, Skagit, Snohomish and Whatcom.
33

34 4. Group 4
35 Clark, Cowlitz, Grays Harbor, Kitsap, Lewis, Mason, Pacific,
36 Skamania, Thurston and Wahkiakum.
37

38 5. Group 5
39 King and Pierce.
40

41 C. Statewide
42 If no option is available within the county group layoff unit, the
43 department statewide will be considered the layoff unit.
44
45

1 **7. Department of Ecology**

2 The county in which the employee's workstation is located will be the primary
3 layoff unit. If no option is available within the county layoff unit, the unit
4 expands to the region. If no option is available within the regional layoff unit, the
5 unit expands to the department statewide.
6

7 **8. Department of Fish and Wildlife**

8 The following will constitute separate layoff units.
9

10 A. All classified support staff.

11
12 B. Programs headed by an Assistant Director, except all classified support
13 staff.

14
15 C. Administration

16 Director's office, except all classified support staff.
17

18 A reasonable commute for layoff purposes is considered to be approximately
19 thirty-five (35) miles radius from the employee's permanent duty station. If no
20 option is available within a reasonable commute, the search expands to the
21 statewide within the layoff unit. If no option is available in the state within the
22 layoff unit, the unit expands to the department statewide.
23

24 **9. Department of General Administration**

25 The agency is designated as the single layoff unit.
26

27 **10. Department of Health**

28 The layoff unit will first be the county in which the position is located, and if no
29 options are available, then to the department statewide.
30

31 **11. Department of Information Services**

32 The agency is designated as the single layoff unit.
33

34 **12. Department of Labor and Industries**

35 The county in which an employee's workstation is located will be the primary
36 layoff unit. If no option is available within the county layoff unit, the unit expands
37 to the region. If no option is available within the regional layoff unit, the unit
38 expands to the department statewide.
39

40 **13. Department of Licensing**

41 The department is separated into six (6) layoff units. These layoff units are
42 described as follows.
43
44
45

A.

1. Layoff Unit 1

Whatcom, Snohomish, Skagit, San Juan, Island, Jefferson and Clallam Counties. *(Western Washington region)

2. Layoff Unit 2

King County. *(Western Washington region)

3. Layoff Unit 3

Pierce and Kitsap Counties. *(Western Washington Region)

4. Layoff Unit 4

Thurston, Mason, Lewis, Pacific, Cowlitz, Clark, Wahkiakum, Klickitat (White Salmon only), Skamania and Grays Harbor Counties. *(Western Washington Region)

5. Layoff Unit 5

Douglas, Okanogan, Ferry, Stevens, Pend-Oreille, Lincoln, Spokane and Chelan Counties. *(Eastern Washington Region)

6. Layoff Unit 6

Grant, Kittitas, Adams, Yakima, Columbia, Franklin, Whitman, Asotin, Benton, Klickitat (Goldendale only), Garfield and Walla Walla Counties. *(Eastern Washington Region)

If there are no options available in the lay off unit, the applicable *region shall be considered the layoff unit.

If there are no options available in the applicable region, the layoff unit shall be statewide.

14. Department of Natural Resources

The agency is designated as a single layoff unit.

15. Department of Social and Health Services

The county in which an employee's workstation is located will be the primary layoff unit. If no option is available within the county layoff unit, the unit expands to the region. If no option is available within the regional layoff unit, the unit expands to the department statewide.

16. Department of Transportation

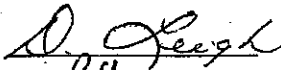
Layoff units are as follows.

A. Headquarters Layoff Unit

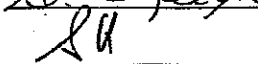
Tentative Agreement, August 1, 2006

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Employer



Union



1 The layoff unit for headquarters employees includes all positions located in
2 Thurston County. This layoff unit does not include positions assigned to the
3 Olympic Region.
4

5 **B. Right of Way Layoff Units**

6 Employees will be offered available layoff options, first within the employee's
7 local layoff unit. The local layoff units are the Transportation Building and the
8 region Real Estate Services Offices, where the employee's permanent duty
9 station is located. Local layoff units will not cross layoff unit boundaries. If
10 the employee has no option within the local layoff unit to remain at his/her
11 present class or at the next lower class in which the employee has permanent
12 status, the employee's layoff unit will expand to include all bargaining unit
13 positions within the Department.
14

15 **C. Eastern Region, North Central Region, Olympic Region, South Central**
16 **Region and Southwest Region Layoff Units**

17 The local layoff unit for Maintenance employees includes all positions
18 (including out-stationed Headquarters positions) located in the Maintenance
19 Area within which the employee's official duty station is located.
20

21 The local layoff unit for all other employees includes all positions (including
22 out-stationed Headquarters positions) located in the county within which the
23 employee's official duty station is located.
24

25 If no option is available within the local layoff unit, the unit expands to
26 include all positions (including out-stationed Headquarters positions) located
27 in the region. The Olympic Region layoff unit does not include out-stationed
28 Headquarters positions.
29

30 **D. Northwest Area Layoff Units**

31 The Northwest Area layoff unit includes all employees and positions in the
32 Northwest Region, Urban Corridors, Planning and Policy office, Aviation
33 Division, Washington State Ferries, and out-stationed Headquarters
34 employees and positions.
35

36 **1. Maintenance Employees**

37 The local layoff unit for Maintenance employees includes all positions
38 (including out-stationed Headquarters positions) located in the
39 Maintenance Area where the employee's official duty station is located.
40

41 **2. Northwest Region Employees**

42 The local layoff unit for NW Region employees whose official duty
43 station is located in Whatcom, Skagit, Island or Snohomish county
44 includes all positions (including out-stationed HQ positions) located in the
45 county within which the employee's official duty station is located.
46

1 The local layoff unit for NW Region employees whose official duty
2 station is located in King County and is north of 145th street includes all
3 positions (including out-stationed HQ positions) located within this area
4 and within which the employee's official duty station is located.

5
6 The local layoff unit for NW Region employees whose official duty
7 station is located in King County and is south of 145th street includes all
8 positions (including out-stationed HQ, Office of Urban Corridors, and
9 Planning & Policy positions) located within this area and within which the
10 employee's official duty station is located.

11
12 3. Aviation Division Employees

13 The local layoff unit for Aviation Division employees includes all
14 positions (including out-stationed HQ positions) assigned to the division.

15
16 4. Washington State Ferries

17 The local layoff unit for employee includes all positions (including out-
18 stationed HQ positions) located with the Washington State Ferries. The
19 local layoff unit for general service employees includes all general service
20 and out-stationed Headquarters positions located within the Washington
21 State Ferries.

22
23 If no option is available within any of these local layoff units, the unit expands
24 to include all positions (including out-stationed HQ positions) located in the
25 Northwest Area layoff unit.

26
27 17. Department of Veterans Affairs

28 The following will constitute the layoff units for the department.

29
30 A. For employees in Western Washington, the county in which the employee's
31 permanent workstation is located is the initial layoff unit. If there are no
32 options in the county, the layoff unit expands to Western Washington. If there
33 are no options in Western Washington, the layoff unit expands to the
34 department statewide.

35
36 B. For employees in Eastern Washington, the county in which the employee's
37 permanent workstation is located is the initial layoff unit. If there are no
38 options in the county, the layoff unit expands to Eastern Washington. If there
39 are no options in Eastern Washington, the layoff unit expands to the
40 department statewide.

41
42 18. Employment Security Department

43 1. For all locations except Thurston county:

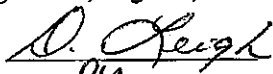
44 A. Office

- 1 B. If no option is available within the office layoff unit, the county in
2 which the employee's permanent workstation is located will be
3 considered the layoff unit.
4 C. If no option is available within the county layoff unit, the
5 department statewide will be considered the layoff unit.
6
7 2. For Thurston county only:
8 A. County
9 B. If no option is available within the county layoff unit, the
10 department statewide will be considered the layoff unit.
11
12
13 19. **Horse Racing Commission**
14 The agency is designated as the single layoff unit.
15
16 20. **Human Rights Commission**
17 The agency is designated as the single layoff unit.
18
19 21. **Interagency Committee for Outdoor Recreation**
20 The agency is designated as the single layoff unit.
21
22 22. **Military Department**
23 The agency is designated as the single layoff unit.
24
25 23. **Office of the Insurance Commissioner**
26 The layoff unit for general service employees is an expanding layoff unit.
27
28 A. For employees in Western Washington, the county of the official worksite is
29 the initial layoff unit. If there are no options in the county, the layoff unit
30 expands to Western Washington. If there are no options in Western
31 Washington, the layoff unit expands to the department statewide.
32
33 B. For employees in Eastern Washington, the county of the official worksite is
34 the initial layoff unit. If there are no options in the county, the layoff unit
35 expands to Eastern Washington. If there are no options in Eastern
36 Washington, the layoff unit expands to the department statewide.
37
38 24. **Office of Minority and Women's Business Enterprises**
39 The agency is designated as the single layoff unit.
40
41 25. **Parks and Recreation Commission**
42 The agency is designated as the single layoff unit.
43
44 26. **School for the Blind**
45 The agency is designated as the single layoff unit.
46

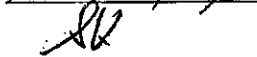
Tentative Agreement, August 1, 2006

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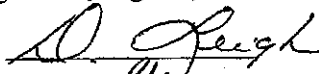
Employer



Union



- 1 **27. School for the Deaf**
2 The agency is designated as the single layoff unit.
3
4 **28. Secretary of State**
5 The agency is designated as the single layoff unit.
6
7 **29. Services for the Blind**
8 The agency is designated as the single layoff unit.
9
10 **30. Utilities and Transportation Commission**
11 The layoff unit will first be the county in which the position is located, and if no
12 options are available, then to the department statewide.
13
14 **31. Washington State Lottery**
15 The layoff unit will first be the region in which the position is located, and if no
16 options are available, then to the department statewide.
17
18 **32. Washington State Patrol**
19 The layoff unit will first be district wide in which the position is located, and if no
20 options are available, then to the department statewide.
21
22 **33. Workforce Training and Education Coordinating Board**
23 The agency is designated as the single layoff unit.





1 **APPENDIX D**

2 **LOCAL LEVEL UNION-MANAGEMENT COMMUNICATION COMMITTEES**

3
4 **1. Department of Corrections:**

5 Ahtanum View Correctional Complex, Pine Lodge Corrections Center for Women,
6 and in each region.
7

8 **2. Department of Fish and Wildlife:**

9 One (1) committee for each bargaining unit except both Hatchery units will be
10 combined.
11

12 **3. Department of Labor and Industries:**

13 Insurance Services and Field Services.
14

15 **4. Department of Social and Health Services:**

16 One (1) at each institution and by Appointing Authority in each region.
17

18 **5. Department of Transportation:**

19 In each region and one (1) for headquarters.
20

21 **6. Department of Veterans Affairs:**

22 One (1) at each institution.
23

24 **7. Employment Security Department**

25 Headquarters, to include Lacey

26 WorkSource and WorkFirst

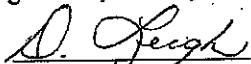
27 Unemployment Insurance to include Telecenters and District Tax Offices
28

29 **8. Parks and Recreation Commission:**

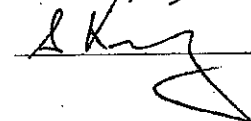
30 In each region and one (1) for headquarters.

Tentative Agreement, June 26, 2006

Employer



Union



**APPENDIX K
ASSIGNMENT PAY**

Assignment Pay (AP) is granted in recognition of assigned duties which exceed ordinary conditions. The "premium" is stated in ranges or a specific dollar amount. If stated in ranges, the number of ranges would be added to the base range of the class. The "reference number" indicates the specific conditions for which AP is to be paid.

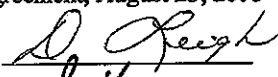

Group A indicates those classes which have been granted assignment pay; Group B indicates those assigned duties granted AP which are not class specific; Group C applies only to Ref #29.

<u>Class Title</u>	<u>Class Code</u>	<u>Premium</u>	<u>Reference#</u>
<u>GROUP A</u>			
Bridge Technician 1	66380	4 ranges	22
Bridge Technician 2	66385	4 ranges	22
Carpenter	70150	2 ranges	31
Community Corrections Officer 1	39700	See Reference	37
Community Corrections Officer 2	39710	See Reference	37
Community Corrections Officer 3	39720	See Reference	37
Community Corrections Specialist	39760	See Reference	37
Construction & Maintenance Project Spec 1 - Parks	70530	See Reference	3
Construction & Maintenance Project Spec 2 - Parks	70540	See Reference	3,39
Construction & Maintenance Project Spec 3 - Parks	70545	See Reference	3,39
Construction and Maintenance Superintendent 1	70600	2 ranges	31
Construction and Maintenance Supervisor	70550	2 ranges	31
Custodian 1	6781	4 ranges	9
Equipment Operator A	71180	4 ranges	12
Heavy Equipment Operator	71190	4 ranges	12
Ferry Operator Assistant	71820	See Ref.	5
Fish & Wildlife Enforcement Officer 1	388A	4 ranges	7, 37
Fish & Wildlife Enforcement Officer 2	388B	4 ranges	7, 37
Fish & Wildlife Enforcement Officer 3	388C	4 ranges	7, 37
Fish & Wildlife Enforcement /Detective	388D	4 ranges	7, 37

Tentative Agreement, August 23, 2006

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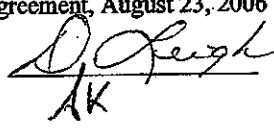



<u>Class Title</u>	<u>Class Code</u>	<u>Premium</u>	<u>Reference#</u>
Fish Hatchery Specialist 1	92592	See Reference	26
Fish Hatchery Specialist 2	92593	See Reference	26
Juvenile Rehabilitation Security Manager	36190	See Reference	38
Juvenile Rehabilitation Security Officer 1	36188	See Reference	38
Juvenile Rehabilitation Security Officer 2	36189	See Reference	38
Juvenile Rehabilitation Counselor Assistant	36180	See Reference	38
Juvenile Rehabilitation Residential Counselor	36181	See Reference	38
Juvenile Rehabilitation Supervisor	36185	See Reference	38
Maintenance Mechanic 1	626J	2 ranges	31
Maintenance Technician 1	71070	See Ref.	5, 16, 22, 36
Maintenance Technician 2	71090	See Ref.	5, 16, 22, 36
Maintenance Technician 3	71110	See Ref.	5, 22, 16
Maintenance Lead Technician	71150	See Ref.	5, 22, 16
Maintenance Technician 1, Bridge	71340	See Ref.	5, 21, 22
Maintenance Technician 2, Bridge	71360	See Ref.	5, 21, 22
Maintenance Lead Technician, Bridge	71380	See Ref.	5, 21, 22
Maintenance Mechanic 3	626L	See Ref.	5, 16
Maintenance Supervisor, Bridge	71400	See Ref.	21, 22
Mental Health Technician 1	56650	2 ranges	11
Mental Health Technician 2	56670	2 ranges	11
Mental Health Technician 3	56690	2 ranges	11
Park Ranger 1	97090	See Reference	37
Park Ranger 2	97110	See Reference	37
Park Ranger 3	97130	See Reference	37
Park Ranger 4	97150	See Reference	37
Psychiatric Security Attendant	56560	2 ranges	11
Rest Area Attendant	83140	4 ranges	36
Security Guard 2	83602	4 ranges	34
Security Guard 3	83620	4 ranges	34
Maintenance Specialist 2	596I	See Ref.	5
Maintenance Specialist 3	596J	See Ref.	5
Trades Helper	626I	2 ranges	31
Traffic Safety Systems Operator 1	401A	4 ranges	40
Traffic Safety Systems Operator 3	401C	4 ranges	40
Traffic Safety Systems Operator 4	401D	4 ranges	40
Transportation Technician 1	66060	See Ref.	14, 22

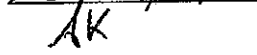
Tentative Agreement, August 23, 2006

2

Employer



Union



<u>Class Title</u>	<u>Class Code</u>	<u>Premium</u>	<u>Reference#</u>
Transportation Technician 2	66080	See Ref.	14, 22
Transportation Technician 3	66100	See Ref.	14, 22
Truck Driver 1	6321	4 ranges	12
Truck Driver 2	73120	4 ranges	12
Warehouse Operator 1	77700	\$10.00/month	2

1

GROUP B

Asbestos Workers (Certified)	4 ranges	20
Clerical Crime Lab Support (WSP)	2 ranges	25
CSR Team and SIR Team (WSP)	3 percent	27
Dual Language Requirement	2 ranges	18
Drive Kenworth Truck (SOS)	4 ranges	8
Patient Transport (DSHS)	4 ranges	17
Patient Resident Supervision (DSHS)	2 ranges	1
Pesticide Sprayers (DOT)	4 ranges	16
Resident Transportation (DVA)	Trk.Dr. Rate	19
SCUBA Diving Requirement	\$7.50/hour	3
Emergency Spill Response Team (ECOL)	See Ref.	24

2

<u>Agency/ Class Code</u>	<u>Class Title</u>	<u>Location</u>	<u>Increase</u>
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GROUP C

ATTORNEY GENERAL

10800	Legal Secretary 1	Seattle	4 ranges
01820	Legal Secretary 2	Seattle	4 ranges
01821	Legal Secretary 3	Seattle	4 ranges

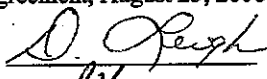
DEPARTMENT OF SOCIAL AND HEALTH SERVICES

70200	Plumber	Fircrest School	7 ranges
70250	Steamfitter	Fircrest School	7 ranges
70370	Electrician	Fircrest School	11 ranges
72950	Electronics Technician	Fircrest School	7 ranges
75120	Stationary Engineer 2	Fircrest School	7 ranges

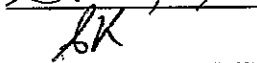
Tentative Agreement, August 23, 2006

3

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<u>Agency/ Class Code</u>	<u>Class Title</u>	<u>Location</u>	<u>Increase</u>
GROUP C			
75140	Stationary Engineer 3	Fircrest School	7 ranges
75570	Plant Mechanic Supervisor	Fircrest School	7 ranges
362D	Psychologist 4 (Forensic Evaluators)	Special Commitment Center	8 ranges

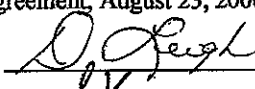
DEPT. OF TRANSPORTATION

71070	Maintenance Tech. 1	Northwest Region	4 ranges
71090	Maintenance Tech. 2	Northwest Region	4 ranges
71110	Maintenance Tech. 3	Northwest Region	2 ranges
71150	Maintenance Lead Tech.	Northwest Region	2 ranges
71170	Maintenance Supervisor	Northwest Region	4 ranges
596I	Maintenance Specialist 2	Northwest Region	6 ranges
596J	Maintenance Specialist 3	Northwest Region	2 ranges
66160	Transportation Engineer 3	Seattle	4 ranges
71300	Bridge Tender	Everett	1 range
71400	Maintenance Supervisor, Bridge	Everett	4 ranges
71070	Maintenance Tech. 1	Everett	2 ranges
71340	Maintenance Tech. 1, Bridge	Everett	2 ranges
71360	Maintenance Tech. 2, Bridge	Everett	2 ranges
71380	Maintenance Lead Tech., Bridge	Everett	4 ranges
71300	Bridge Tender	Bellevue	2 ranges
71340	Maintenance Tech. 1, Bridge	Bellevue	4 ranges
71360	Maintenance Tech. 2, Bridge	Bellevue	4 ranges
71380	Maintenance Lead Tech., Bridge	Bellevue	4 ranges
71420	Maint. Sup., Float Bridge	Bellevue	4 ranges
148J	Fiscal Technician 2	Bellevue	4 ranges
100Q	Secretary Supervisor	Bellevue	4 ranges
71070	Maintenance Tech. 1	Bellevue	4 ranges
71090	Maintenance Tech. 2	Bellevue	4 ranges
71110	Maintenance Tech. 3	Bellevue	2 ranges
71150	Maintenance Lead Tech.	Bellevue	2 ranges
71170	Maintenance Supervisor	Bellevue	4 ranges
626L	Maintenance Mechanic 3	Bellevue	2 ranges
177J	Property & Acquisition Spec. 2	Headquarters	2 ranges
177K	Property & Acquisition Spec. 3	Headquarters	4 ranges
177M	Property & Acquisition Spec. 5	Headquarters	3 ranges
177J	Property & Acquisition Spec. 2	Olympic Region	2 ranges
177K	Property & Acquisition Spec. 3	Olympic Region	4 ranges
177M	Property & Acquisition Spec. 5	Olympic Region	3 ranges

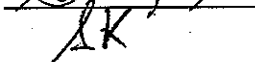
Tentative Agreement, August 23, 2006

4

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Union



<u>Agency/ Class Code</u>	<u>Class Title</u>	<u>Location</u>	<u>Increase</u>
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GROUP C

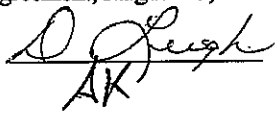
177I	Property & Acquisition Spec. 1	Northwest Region	1 range
177J	Property & Acquisition Spec. 2	Northwest Region	2 ranges
177K	Property & Acquisition Spec. 3	Northwest Region	4 ranges
177M	Property & Acquisition Spec. 5	Northwest Region	3 ranges
71090	Maintenance Tech. 2	Northwest Region	4 ranges
177K	Property & Acquisition Spec. 3	Pierce/Thurston Co	4 ranges
177M	Property & Acquisition Spec. 5	Pierce/Thurston Co	3 ranges
71150	Maintenance Lead Tech	Northwest Region	2 ranges
596T	Maintenance Specialist 2	Northwest Region	1 range

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2

Tentative Agreement, August 23, 2006

5

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1 **REFERENCE #1:** Within Department of Social and Health Services for supervision, training,
2 and counseling of mentally retarded residents or mental patients or Juvenile Rehabilitation
3 Institution Residents of Department of Corrections offenders. Basic salary range plus two ranges.

4 **REFERENCE #2:** For full-time assignment to forklift operations. Basic salary range plus \$10.00 a
5 month shall be paid to employees in this class.

6 **REFERENCE #3:** For required SCUBA diving. Basic salary range plus \$7.50 per diving hour to
7 employees in any class.

8 **REFERENCE #5:** For assigned operation of highway equipment rated above the employee's
9 classification. Basic salary range plus the hourly difference between the top step of the
10 Maintenance Technician 3 class and the top step of the salary range representing a four-range
11 increase over the Maintenance Technician 3 class. Employees operating this equipment shall be
12 paid for actual operations that continue for at least one hour. Equipment operation that lasts for less
13 than one continuous hour shall not qualify the operator for premium pay. Employees operating this
14 equipment in a bona fide training assignment are not entitled to the higher rate.

15 **REFERENCE #6:** Applicable only to the Military Department, Emergency Management Division.
16 Employees assigned as duty officers outside of their regular work shift will receive an hourly salary
17 of \$8.50. (Eff. 12/93)

18 **REFERENCE #7:** Within the Department of Fish and Wildlife only. Combines with base salary as
19 total pay for 171-hour, 28-day work period.

20 **REFERENCE #8:** Payable to the staff of the Office of the Secretary of State in classification below
21 Truck Driver 2 salary range when they are qualified to operate, and are assigned to drive the
22 Kenworth truck, GVW 29,700 lbs., (or its equivalent). The employees shall receive basic salary plus
23 four ranges, on a step-for-step basis, up to but not exceeding the Truck Driver 2 pay range. AP to
24 be paid during any combination of actual operation, and waiting period of less than one hour, with a
25 minimum of two hours AP per driving assignment.

26 **REFERENCE #9:** For full-time assignment to a floor care crew and the operation of heavy duty
27 floor cleaning and waxing equipment. Basic salary range plus two ranges. Basic salary range plus
28 two ranges will be paid to designated working supervisor of floor crew.

29 **REFERENCE #11:** For successful completion of the Department of Social and Health Services
30 approved core curriculum which consists of 45 college quarter credit hours or its equivalent in
31 semester hours and current participation in the development and implementation of assigned
32 aspects of individual resident treatment activities. Basic salary plus two ranges.

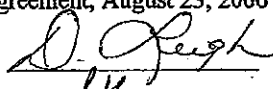
33 **REFERENCE #12:** Employees assigned to operate equipment above this level shall be
34 compensated four ranges above their base rate, and shall be credited with a minimum of four hours
35 at the higher rate on each day they operate the higher level equipment.

36 **REFERENCE #14:** For all hours worked when assigned to bridge painting inspection duties which
37 involve climbing and work in exposed positions at heights from which an employee might fall 30
38 feet or more; excludes work on bridges or overpasses within areas protected by walls or guardrails.
39 Basic salary range plus four ranges.

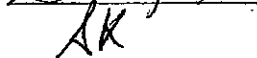
Tentative Agreement, August 23, 2006

6

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1 **REFERENCE #16:** For mixing, record keeping, and application of pesticides by a licensed
2 Department of Transportation spray operator. Basic salary plus the hourly difference between the
3 top step of the Maintenance Technician 3 class and the top step of the salary range representing a
4 four-range increase over the Maintenance Technician 3 class. Employees who are responsible for
5 actual mixing, record keeping, and praying of pesticide as documented by completion and signature
6 of a "Pesticide Application Record" shall be paid for actual hours of operation that continues for at
7 least one hour. Mixing, record keeping, and application of pesticides that last for less than one hour
8 shall not qualify employees for assignment pay. (Eff. 1/89;

9 **REFERENCE #17:** Payable to DSHS staff in classification below the Truck Driver salary range
10 when they are qualified to operate, and are operating equipment, which is on the DSHS equipment
11 list calling for Truck Driver 1, 2, or 3. Pay will be the basic salary range plus four ranges. If the first
12 step of the range for the equipment exceeds the four range AP, then the first step shall be paid.
13 Payable for the greater of actual operating time or two hours. Applicable only to the Department of
14 Social and Health Services.

15 **REFERENCE #18:** Employees in any position whose current, assigned job responsibilities include
16 proficient use of written and oral English and proficiency in speaking and/or writing one or more
17 foreign languages, American Sign Language, or Braille, provided that proficiency or formal training
18 in such additional language is not required in the specifications for the job class. Basic salary plus
19 two additional ranges.

20 **REFERENCE #19:** For Veterans' Affairs personnel while assigned to drive buses listed in the
21 specifications for Truck Driver 1, 2, or 3, four additional ranges, not to exceed the top of the range
22 for the appropriate class nor to be less than the first step of that range. To be paid during any
23 combination of actual operation, and waiting period of less than one hour, with a minimum of two
24 hours AP per driving assignment.

25 **REFERENCE #20:** Basic salary plus four ranges for certified asbestos workers while they are
26 required to wear and change into or out of full-body protective clothing and pressurized respirator.

27 **REFERENCE #21:** Basic salary plus four ranges for a minimum of four hours per working day
28 when assigned to perform repairs or maintenance on the Tacoma Narrows Bridge excluding routine
29 maintenance or roadway, sidewalks, railing, bridge approaches, signs, etc.

30 **REFERENCE #22:** Basic salary plus four ranges for a minimum of four hours per working day while
31 either operating an under-bridge inspection truck (UBIT) from the bucket or while serving as back-
32 up operator on the bridge deck.

33 **REFERENCE #24: Part A** - Within the Department of Ecology, basic salary range plus four ranges
34 to designated employees permanently assigned to the Emergency Spill Response Team. **Part B** -
35 Within the Department of Ecology, \$300.00 for each assigned week of duty to designated
36 employees not permanently assigned to the Emergency Spill Response Team.

37 **REFERENCE #25:** Basic salary plus two additional ranges for crime lab support staff performing
38 evidence handling activities.

39 **REFERENCE #26:** While driving fish-hauling trucks off station to transport fish or to deliver truck for
40 authorized maintenance, the employee shall advance to the same letter step in the range for: Truck
41 Driver 1 for trucks rated at or exceeding 22,000 pounds G.V.W., (or a 3/4 ton truck or 1 ton truck or
42 larger in combination with a trailer/tank at or exceeding 22,000 pounds G.V.W.); Truck Driver 2, if

Tentative Agreement, August 23, 2006

7

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1 the truck exceeds 28,000 pounds G.V.W. The advanced pay level shall be for a one hour minimum
2 and thereafter on an hour-for-hour basis for all hours for which the vehicle is assigned.

3 **REFERENCE #27:** Assignment pay in the amount of three percent of the employee's current
4 monthly salary shall be paid to designated forensic scientist of the Washington State Patrol
5 assigned to either the Crime Scene Response Team and/or Statewide Incident Response Team.

6 **REFERENCE #29:** Basic salary plus up to four ranges payable to employees in any position
7 located where the cost of living impacts the agency's ability to recruit and/or retain employees
8 which would severely impair the effective operation of the agency. In extraordinary circumstances,
9 where more than ten percent is required, a unique assignment pay range will be used.

10 **REFERENCE #31:** For each day the employee is assigned specific duties performing exterior
11 sandstone maintenance which requires the use of scaffolding or safety harnesses above the first
12 floor. Basic salary plus two ranges.

13 **REFERENCE #34:** Basic salary range plus four ranges shall be paid to Washington Military
14 Department employees that are qualified and required to carry a firearm while on duty.

15 **REFERENCE #35:** Basic salary plus two ranges for each day that an eligible employee is
16 assigned the role of the Presiding Steward for the Washington Horse Racing Commission.

17 **Note:** The current Racing Steward incumbents' will not be eligible to receive this assignment pay
18 as long as their salaries exceed the base salary of the Racing Steward plus two ranges.

19 **REFERENCE #36:** Basic salary range plus four ranges while performing back flow valve testing.

20 **REFERENCE #37:** Within the Washington State Parks and Recreation Commission, Department of
21 Corrections Community Corrections Officers and Specialists (excluding thoses assigned to the
22 Performance Unit), and the Department of Fish and Wildlife Enforcement Program certified
23 instructors of defensive tactics, firearms, fitness, bicycle, boating safety, EVOC, and pistol
24 maintenance, will be compensated an additional \$10.00 (ten dollars) per hour, over and above
25 regular salary and benefits, for every hour engaged in giving instruction to or in receiving re-
26 certification training. Pistol maintenance instructors are eligible for this additional compensation
27 when they are instructing in a classroom setting, providing one-on-one instruction or repairing at the
28 firing range.

29 **REFERENCE #38:** Within the Department of Social and Health Services defensive tactics
30 instructors with a current certification from the Criminal Justice Training Commission will be
31 compensated an additional \$10.00 (ten dollars) per hour, over and above regular salary and
32 benefits for every hour engaged in giving instruction in defensive tactics to or in receiving defensive
33 tactics re-certification training.

34 **REFERENCE #39:** Construction and Maintenance Project Specialist 2 and 3
35 positions assigned to marine crew will be compensated ten percent (10%) of their base pay
36 and will be credited with a minimum of four (4) hours at the higher rate on each day they
37 operate Class C equipment.

38 **REFERENCE 40:** Base salary plus four (4) ranges will be paid to Department of
39 Transportation employees in the northwest region permanently assigned to the 1-90 tunnel
Tentative Agreement, August 23, 2006

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1 and are responsible to monitor, maintain and operator the highly complex and specialized
2 tunnel systems located only at the I-90 tunnel.

Tentative Agreement, August 23, 2006

9

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D. Leigh

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